

**Patent 7,341,843**

**PATENT**

**IN UNITED STATES PATENT AND TRADEMARK OFFICE**

Patent No.: 7,341,843

Docket No: 17525 (AP)

Issue Date: March 11, 2008

Patentee: M. Zouhair Atassi

Title BOTULINUM TOXIN A PEPTIDES AND METHODS OF PREDICTING AND  
REDUCING IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

---

**REQUEST FOR CERTIFICATION OF CORRECTION**

Attn: Certificate of Correction Branch  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

It is our request to correct the Assignee information on the issued U.S. Patent. We inadvertently failed to list the second Assignee on the Issue Fee Transmittal. The Assignment was recorded in the USPTO under both Assignees on May 11, 2007; Reel/Frame 019279/0979. We are attaching a copy of the Recorded Assignment and the Assignments Data Sheet from the USPTO.

Issuance of the Certificate of Correction would neither expand nor contract the scope of the claims as properly allowed, and re-examination is not required.

Pursuant to 1.20(a), the examiner is authorized to charge the Certificate of Correction fee of \$100.00 to the Deposit Account No.01-0885.

The Examiner is authorized to charge any additional fees for this present request or credit overpayment to Deposit Account No. 01-0885.

Respectfully submitted

Date: October 2, 2008

By: /Dean G. Stathakis/

Allergan, Inc.  
2525 Dupont Drive  
Irvine, CA 92612  
Direct: 714-246-6521  
Fax: 714-246-4249

Attorney Name: Dean G. Stathakis  
Reg. No.: 54,465

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.  
(Also Form PTO-1050)

## UNITED STATES PATENT AND TRADEMARK OFFICE CERTIFICATE OF CORRECTION

PATENT NO : 7,341,843

DATED : March 11, 2008

INVENTOR(S) : Atassi

It is certified that errors appear in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

On page 1, in field (73), Assignee: after "Allergan, Inc., Irvine, CA (US)", add --Baylor College of Medicine, Houston, TX (US)--

MAILING ADDRESS OF SENDER:

Dean G. Stathakis-T2-7H  
Allergan, Inc.  
2525 Dupont Drive  
Irvine, CA 92612

PATENT NO. 7,341,843

Atty Docket No: 17525 (AP)



No. of additional copies \_\_\_\_\_



## United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [FAQ](#) | [Glossary](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz Alerts](#) | [News](#) | [Help](#)
[Portal Home](#) | [Patents](#) | [Trademarks](#) | [Other](#) | [Sign-Off Authenticated Session](#)

## Patent eBusiness



## Secured Patent Application Information Retrieval

- [Electronic Filing](#)
- [Patent Application Information \(PAIR\)](#)
- [Patent Ownership](#)
- [Fees](#)
- [Supplemental Resources & Support](#)



Download

Order Certified Application

10/821,669

BOTULINUM TOXIN A PEPTIDES AND METHODS OF PREVENTING  
BOTULINUM TOXIN THERAPYSelect  
New CaseApplication  
DataTransaction  
HistoryImage/File  
WrapperPatent Term  
AdjustmentsContinuity  
Data

Fees

## Assignments Data

## Patent Assignment Abstract

## Patent Information

[Patent Guidance and General Info](#)

- [Codes, Rules & Manuals](#)
- [Employee & Office Directories](#)
- [Resources & Public Notices](#)

## Patent Searches

[Patent Official Gazette](#)

- [Search Patents & Applications](#)
- [Search Biological Sequences](#)
- [Copies, Products & Services](#)

## Other

- [Copyrights](#)
- [Trademarks](#)
- [Policy & Law](#)
- [Reports](#)

Total Assignments: 2

Application #: 10821669

Filing Dt: 04/09/2004

PCT #: NONE

Put

Inventor: M. Zouhair Atassi

Title: BOTULINUM TOXIN A PEPTIDES AND METHODS OF PREDICTING AND REDUCING IMMUNITY

## Assignment: 1

Reel/Frame: 015072 / 0089

Received: 08/18/2004

Recorded: 08/18/2004

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: ATASSI, M. ZOUHAIR

Assignee: ALLERGAN, INC.  
2525 DUPONT DRIVE  
IRVINE, CALIFORNIA 92612Correspondent: MCDERMOTT WILL & EMERY LLP  
4370 LA JOLLA VILLAGE DRIVE,  
SUITE 700  
SAN DIEGO, CA 92122

## Assignment: 2

Reel/Frame: 019279 / 0979

Received: 05/11/2007

Recorded: 05/11/2007

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: ATASSI, M. ZOUHAIR

Assignees: ALLERGAN, INC.  
2525 DUPONT DRIVE  
T2-7H  
IRVINE, CALIFORNIA 92612  
BAYLOR COLLEGE OF MEDICINE  
ONE BAYLOR PLAZA  
HOUSTON, TEXAS 77030Correspondent: DEAN G. STATHAKIS  
2525 DUPONT DRIVE  
T2-7H  
IRVINE, CA 92612Disclaimer:

Assignment information on the assignment database reflects assignment documents that have been recorded. If the assignment for a patent was not recorded, the name of the assignee on the patent application, if you have any comments or questions concerning the data displayed, contact OPR / Assignments.

If you need help:

- Call the Patent Electronic Business Center at (866) 217-9197 (toll free) or e-Information Retrieval (PAIR).

AN G. STATHAKIS COMPANY:2525 DUPONT DRIVE



## UNITED STATES PATENT AND TRADEMARK OFFICE

### Facsimile Transmission

To: Name: DEAN G. STATHAKIS  
Company: 2525 DUPONT DRIVE  
Fax Number: 17142464249  
Voice Phone:

From: Name: ASSIGNMENT SERVICES BRANCH  
Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

---

#### Fax Notes:

Pg#	Description
1	Cover Page
2	638.TXT
4	Document 1, Batch 925988

17525 (P-T)

USPTO ASSIGNMENT SYSTEM PROCESSING

---

Date and time of transmission: Friday, May 11, 2007 3:28:58 PM  
Number of pages including this cover sheet: 05

---



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 11, 2007

PTAS

**\*500275216A\***

DEAN G. STATHAKIS  
2525 DUPONT DRIVE  
T2-7H  
IRVINE, CA 92612

**\*500275216A\***

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/11/2007

REEL/FRAME: 019279/0979  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 17525 (BOT)

ASSIGNOR:

ATASSI, M. ZOUHAIR

DOC DATE: 07/28/2004

ASSIGNEE:

ALLERGAN, INC.  
2525 DUPONT DRIVE  
T2-7H  
IRVINE, CALIFORNIA 92612

ASSIGNEE:

BAYLOR COLLEGE OF MEDICINE  
ONE BAYLOR PLAZA  
HOUSTON, TEXAS 77030

019279/0979 PAGE 2

SERIAL NUMBER: 10821669 FILING DATE: 04/09/2004  
PATENT NUMBER: ISSUE DATE:  
TITLE: BOTULINUM TOXIN A PEPTIDES AND METHODS OF PREDICTING AND REDUCING  
IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

SERIAL NUMBER: 11693095 FILING DATE: 03/29/2007  
PATENT NUMBER: ISSUE DATE:  
TITLE: BONT/A PEPTIDES AND METHODS OF PREDICTING AND REDUCING  
IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

SERIAL NUMBER: 11693104 FILING DATE: 03/29/2007  
PATENT NUMBER: ISSUE DATE:  
TITLE: BONT/A PEPTIDES AND METHODS OF PREDICTING AND REDUCING  
IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

SERIAL NUMBER: 11693111 FILING DATE: 03/29/2007  
PATENT NUMBER: ISSUE DATE:  
TITLE: BONT/A PEPTIDES AND METHODS OF PREDICTING AND REDUCING  
IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY

ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

---

W. G. STATHAKIS COMPANY: 2525 DUPONT DRIVE

## PATENT ASSIGNMENT

Electronic Version v1.1  
Worksheet Version v1.105/11/2007  
500275216

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
M. Zouhair Atassi	07/28/2004

## RECEIVING PARTY DATA

Name:	Allergan, Inc.
Street Address:	2525 Dupont Drive
Internal Address:	T2-7H
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612

Name:	Baylor College of Medicine
Street Address:	One Baylor Plaza
City:	Houston
State/Country:	TEXAS
Postal Code:	77030

## PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	10821689
Application Number:	11693085
Application Number:	11693104
Application Number:	11693111

## CORRESPONDENCE DATA

Fax Number:

(714)248-4249

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

7142466521

Email:

Ferguson\_Bonnie@Allergan.com

CH \$160.00 10821689

IN G. STATHAKIS COMPANY:2525 DUPONT DRIVE

Correspondent Name: Dean G. Stathakis  
Address Line 1: 2525 Dupont Drive  
Address Line 2: T2-7H  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	17525(BOT)
-------------------------	------------

NAME OF SUBMITTER:	Dean G. Stathakis
--------------------	-------------------

**Total Attachments: 3**

source=17525Assignment#page1.tif

source=17525Assignment#page2.tif

source=17525Assignment#page3.tif



---

**ASSIGNMENT**

THIS ASSIGNMENT is made by M. ZOUHAIR ATASSI having a principal place of residence at 11743 CAWDOR WAY, HOUSTON, TEXAS, 77024, (hereinafter "ASSIGNOR") to ALLERGAN, INC., having its principal place of business at 2525 DUPONT DRIVE, IRVINE, CALIFORNIA, 92612 and BAYLOR COLLEGE OF MEDICINE, having its principal place of business at ONE BAYLOR PLAZA, HOUSTON, TEXAS, 77030 (hereinafter ASSIGNEES).

WHEREAS, ASSIGNOR has invented and owns a new and useful invention for which an application for Letters Patent of the United States entitled BOTULINUM TOXIN A PEPTIDES AND METHODS OF PREDICTING AND REDUCING IMMUNORESISTANCE TO BOTULINUM TOXIN THERAPY was filed on April 9, 2004, bearing Serial No. 10/821,669;

WHEREAS, ASSIGNOR believes himself to be the original inventor of said invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, as to Baylor College of Medicine, ASSIGNOR acknowledges that he is assigning his right as part of his obligations as College Personnel, under the Baylor College of Medicine Patent Policy; and

WHEREAS, the parties desire to have a recordable instrument assigning the ASSIGNEES as equal co-owners of the entire right, title and interest in, to, and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEES to ASSIGNOR of the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR hereby sells, assigns, transfers and sets over in equal share to ASSIGNEES, their successors, legal representatives and assigns, the full and exclusive right, title and interest in, to, and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof including, without limitation, continuation, division, continuation-in-part, substitute, reexamination, reissue, renewal, extensions, inventor's certificate, utility model or any other legal instrument equivalent thereto, pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial

possessions and in any and all foreign countries; and the full and exclusive right, title and interest in, to and under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said ASSIGNEES, their successors, legal representatives and assigns, for the use of said ASSIGNEES, their successors, legal representatives and assigns, for the full end of the term or terms for which the same may be granted, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR, had this sale and assignment not been made.

AND for the same consideration, said ASSIGNOR hereby covenants and agrees to and with said ASSIGNEES their successors, legal representatives and assigns, that, at the time of execution and delivery of said consideration, said ASSIGNOR is the sole and lawful owner of the full and exclusive right, title and interest in, to and under said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries; and that no sale, assignment, transfer, or any other agreement or encumbrance was or will be made or entered into which would conflict with this assignment and sale, and that said ASSIGNOR has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said ASSIGNOR further covenants and agrees to and with said ASSIGNEES, their successors, legal representatives and assigns, that where lawful and desirable and ~~whenever requested by said ASSIGNEES, their successors, legal representatives and assigns, said~~ ASSIGNOR will promptly provide any and all known and accessible facts, data or any other pertinent information thereof; promptly execute and deliver any and all papers, documents, forms, declarations, oaths, affidavits and other legal instrument thereof; promptly assist and participate in any and all depositions, hearings, and trials; and testify under oath in any and all interference, litigation or any other judicial proceeding thereof; and promptly complete any and all actions necessary or desirable to carry out any and all purposes thereof, relating to any and all proceedings in connection with the submission, procurement, issuance, maintenance, enforcement or defense relating to said invention, said patent application, any patent application entitled to a benefit of priority to said patent application, or any other legal instrument equivalent thereof pertaining to said invention which may be submitted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries, and any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries; without charge to said ASSIGNEES, their successors, legal representatives and assigns, but at the cost and expense of said ASSIGNEES, their successors, legal representatives and assigns.

AND said ASSIGNOR hereby authorizes and requests that any Letters Patent or any other legal instrument equivalent thereof pertaining to said invention which may be granted therefor and thereon in the United States of America, its territorial possessions and in any and all foreign countries be issued to said ASSIGNEES, their successors, legal representatives and assigns as the ASSIGNEES of the full and exclusive right, title and interest in, to, and under said invention, for the sole use of said ASSIGNEES, their successors, legal representatives and assigns.

IN WITNESS THEREOF, I have executed this Assignment on this 28 day of July, 2004.

  
M. Zouhair Atassi

## Acknowledgement

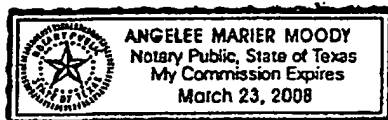
State of TEXAS )

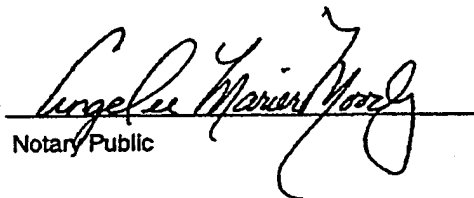
) ss:

County of HARRIS )

On this 28 day of July, 2004 before me, M. Zouhair Atassi, personally appeared M. ZOUHAIR ATASSI, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and ~~acknowledged to me that he executed the same in his authorized capacity, and that by his signature on~~ the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS by my hand and official seal.



  
Notary Public